

## National Cancer Institute

### MATERIAL TRANSFER AGREEMENT-A Cell lines maintained in the NCI-DCTD Repository

This Material Transfer Agreement ("MTA") has been adopted for use by the National Cancer Institute ("NCI") for transfers of cell lines from the Division of Cancer Treatment and Diagnosis ("DCTD") Tumor Repository ("Research Material"). The DCTD Tumor Repository has maintained, since the early 1960's, a low temperature repository of transplantable tumor and tumor cell lines from various species. The Repository serves as a resource for experimental tumor lines from various species, many of which are not obtainable elsewhere. The Repository makes these Materials available as a service to the Research Community.

Recipient: \_\_\_\_\_  
Name of Recipient Investigator and Recipient Institution

1. NCI agrees to transfer to Recipient named above the following Research Material:

\_\_\_\_\_  
(use an attachment page if necessary)

2. **THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS.** The Research Material will only be used for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used for commercial purposes such as production or sale. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material. These samples are being provided in a manner that does not allow for direct identifiable patient information to the Recipient, and therefore do not constitute Human Subject Research as defined in 45 CFR Part 46, "Protection of Human Subjects".

3. This Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge NCI's contribution of this Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of NCI's written information about this Research Material that is stamped "**CONFIDENTIAL**," except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures from NCI to Recipient shall be identified as being **CONFIDENTIAL** by notice delivered to Recipient within ten (10) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if NCI has given **CONFIDENTIAL** information to Recipient such public disclosure may be made only after NCI has had thirty (30) days to review the proposed disclosure to determine if it includes any **CONFIDENTIAL** information, except when a shortened time period under court order or the Freedom of Information Act pertains.

5. This Research Material represents a significant investment on the part of NCI. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of NCI. NCI reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed or three (3) years have elapsed, whichever occurs first, the Research Material will be disposed of as directed by NCI.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NCI makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient may retain title to the patent rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply Governmental endorsement of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s). Unless prohibited by law from doing so, recipient agrees to hold the United States Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

8. The undersigned Recipient expressly certifies and affirms that the contents of any statements made herein are truthful and accurate.

9. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

Date: \_\_\_\_\_  
 Recipient **Investigator's Signature and Title**

Date: \_\_\_\_\_  
**Authorized Signature and Title**, for Recipient's Institution (**Note:** Authorized Signature has the authority to bind the Institution to the terms of this Material Transfer Agreement)

→ Recipient's Shipping Address:

→ Recipient's Phone, Fax, Email:

Date: \_\_\_\_\_, Richard Camalier, BTB, DTP, NCI-Frederick  
 Authorized Signature for NCI

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